

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
15 CVS 14460

ANOTHER CHOICE FOR BLACK
CHILDREN, INC., and
RUTH AMERSON

Plaintiffs,

v.

STATE OF NORTH CAROLINA and
SHERRY BRADSHER, individually,
PATRICK BETANCOURT, individually,
TIMOTHY KELLEY, individually and
TERESA STROM, individually,

Defendants.

**SETTLEMENT
AGREEMENT**

This Settlement Agreement ("Agreement") is made and entered into by and between Another Choice for Black Children (ACBC), Inc. and its predecessors, successors, parents, subsidiaries, managers, affiliates, assigns, officers, directors, employees, and agents, and Ruth Amerson, and her heirs, executors, administrators, and assigns (hereinafter "Plaintiffs"), and the State of North Carolina and all of its departments, agencies, divisions, officers, employees, servants, and agents, including but not limited to Sherry Bradsher, Patrick Betancourt, Timothy Kelley, and Teresa Strom, individually (hereinafter "Defendants"). The foregoing Parties shall at all times be referred to herein collectively as "Parties" and individually as a "Party."

BACKGROUND

1. ACBC, Inc. through a contract with the North Carolina Department of Health and Human Services (DHHS), Division of Social Services (DSS) provided post-adoption services in Region 7 of this State in fiscal year 2011-12.

2. It was subsequently verbally agreed upon between the above agencies that ACBC, Inc. would again provide post-adoption services for the 2012-13 fiscal year under similar terms as in fiscal year 2011-12.

3. Although representatives of DHHS, DSS stated on several occasions that the contract with ACBC for the provision of post-adoption services for fiscal year 2012-13 would be renewed, DHHS, DSS failed to provide a signed contract even though ACBC, Inc. was listed on its website as the provider of post-adoption services in Region 7.

4. Based on the above representations, ACBC, Inc., continued to provide post-adoption services throughout fiscal year 2012-13 in Region 7 and was given further assurances by representatives of DHHS, DSS that it would be reimbursed for its post-adoption services for fiscal year 2012-13.

5. After awaiting reimbursement that was not forthcoming from DHHS, DSS for its provision of post-adoption services in Region 7, ACBC, Inc. filed a complaint on July 31, 2015 in the Superior Court of Mecklenburg County, which was then amended on October 28, 2015, in File No. 15 CVS 14460.

TERMS OF AGREEMENT

1. NOW, THEREFORE, for the sole consideration of \$100,000.00 (one hundred thousand dollars) to be paid on or about March 1, 2016 to ACBC, Inc. by DHHS, DSS, the sufficiency of which is hereby acknowledged, Plaintiffs do hereby release and discharge all of the above Defendants in the above-captioned case from the disputed claims set forth by the Plaintiffs in their complaint of July 31, 2015, and as set forth in their amended complaint of October 28, 2015, both filed in the Superior Court of Mecklenburg County. While the Defendants strongly deny any alleged racial discrimination toward the Plaintiffs, Defendants believe it is only fair to settle with ACBC, Inc. for the post-adoption services it provided during fiscal year 2012-13 in Region 7 of this State.

2. Upon the execution of this Agreement, each Party hereby releases the other Parties, their current and former officials, employees, attorneys, agents, and any other representatives from any and all liability and causes of action that have arisen or may arise of whatever kind or nature out of the provision of post-adoption services by ACBC, Inc. during fiscal year 2012-13 in Region 7 of this State.

3. All attorney's fees, costs or expenses related to all cases and disputes described herein shall be borne by each of the Parties individually and no claim for such fees, costs or expenses shall be made.

4. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and there are no promises, understandings or representations other than those set forth herein. This Agreement supersedes any and all other prior agreements and drafts regarding the subject matter hereof and may not be amended or modified except by a writing signed by all of the Parties or their duly authorized representatives.

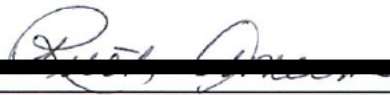
5. This Agreement shall be construed and governed according to the laws of the State of North Carolina. If any provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.


6. Plaintiffs hereby agrees to file a Voluntary Dismissal with Prejudice of the above-captioned action in the Superior Court of Mecklenburg County within 15 days of the receipt by ACBC, Inc. of the above consideration set forth in this Agreement.

7. Each Party acknowledges that it has carefully read this Agreement, knows the contents thereof, and executes this Agreement voluntarily as its own free act. Each Party further acknowledges that prior to the execution of this Agreement, it has conferred to the extent that it has deemed appropriate with legal counsel regarding this Agreement.

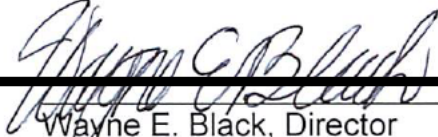
8. The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of a Party.

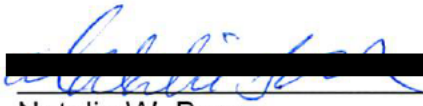
WHEREFORE, this Agreement consisting of three pages has been executed in duplicate originals, one to be retained by DHHS, DSS and one to be retained by ACBC, Inc., and it shall become effective upon the occurrence of the complete execution of this Agreement by all Parties.


Ruth Amerson, Executive Director
Another Choice for Black Children, Inc.
Plaintiff
1/20/16
Date

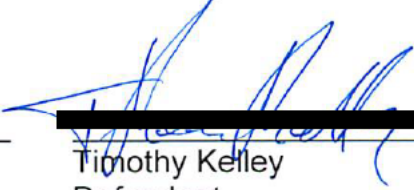

S. Luke Largess
TIN FULTON WALKER & OWEN, PLLC
Attorney for Plaintiffs
1/21/16
Date

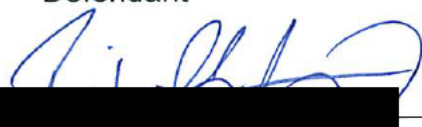

Ruth Amerson
Plaintiff
1/20/16
Date


Wayne E. Black, Director
Department of Health and Human Services
Division of Social Services
Defendant
1/20/16
Date


Natalie W. Bacon
Assistant Attorney General
Attorney for Defendants
1/28/16
Date


Sherry Bradsher
Defendant
2-1-16
Date


Timothy Kelley
Defendant
2-1-16
Date


Patrick Betancourt
Defendant
01-28-2016
Date


Teresa Strom
Defendant
2/1/16
Date